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8 **UNITED STATES DISTRICT COURT**  
9 **CENTRAL DISTRICT OF CALIFORNIA**  
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11 E.K.B., a minor, by and through his  
12 Guardian Ad Litem, Nakisha Mitchell;  
13 NAKISHA MITCHELL, individually  
and as Administrator of the Estate of  
Jerome Rory Barber,

14 PLAINTIFFS,

15 V.

16 CITY OF AZUSA, a public entity;  
17 MICHAEL BERTELSON, a public  
employee; Does 1-10, Inclusive,

18 Defendants.  
19

Case No. 2:23-CV-01067 SPG (JDEx)  
[District Judge: Sherilyn P. Garnett;  
Magistrate Judge: John D. Early]

**STIPULATED PROTECTIVE  
ORDER**

20  
21 Pursuant to the Parties' Stipulation (Dkt. 44) and for good cause shown,  
22 the Court finds and orders as follows.  
23

24 **1. PURPOSES AND LIMITATIONS**

25 Discovery in this action is likely to involve production of confidential,  
26 proprietary or private information for which special protection from public  
27 disclosure and from use for any purpose other than pursuing this litigation may  
28 be warranted. Accordingly, the parties hereby stipulate to and petition the

1 Court to enter the following Stipulated Protective Order. The parties  
2 acknowledge that this Order does not confer blanket protections on all  
3 disclosures or responses to discovery and that the protection it affords from  
4 public disclosure and use extends only to the limited information or items that  
5 are entitled to confidential treatment under the applicable legal principles.

6 2. GOOD CAUSE STATEMENT

7 Defendants contend that there is good cause and a particularized need  
8 for a protective order to preserve the interests of confidentiality and privacy in  
9 peace officer personnel file records and associated investigative or confidential  
10 records for the following reasons.

11 First, Defendants contend that peace officers have a federal privilege of  
12 privacy in their personnel file records: a reasonable expectation of privacy  
13 therein that is underscored, specified, and arguably heightened by the *Pitchess*  
14 protective procedure of California law. *See Sanchez v. Santa Ana Police Dept.*,  
15 936 F.2d 1027, 1033-1034 (9th Cir. 1990); *Hallon v. City of Stockton*, 2012 U.S.  
16 Dist. LEXIS 14665, \*2-3, 12-13 (E.D. Cal. 2012) (concluding that “while  
17 “[f]ederal law applies to privilege based discovery disputes involving federal  
18 claims,” the “state privilege law which is consistent with its federal equivalent  
19 significantly assists in applying [federal] privilege law to discovery disputes”);  
20 *Soto v. City of Concord*, 162 F.R.D. 603, 613 n. 4, 616 (N.D. Cal. 1995) (peace  
21 officers have constitutionally-based “privacy rights [that] are not  
22 inconsequential” in their police personnel records); *cf.* Cal. Penal Code §§  
23 832.7, 832.8; Cal. Evid. Code §§ 1040-1047. Defendants further contend that  
24 uncontrolled disclosure of such personnel file information can threaten the  
25 safety of non-party witnesses, officers, and their families/associates.

26 Second, Defendants contend that municipalities and law enforcement  
27 agencies have federal deliberative-executive process privilege, federal official  
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1 information privilege, federal law enforcement privilege, and federal attorney-  
2 client privilege (and/or attorney work product protection) interests in the  
3 personnel files of their peace officers – particularly as to those portions of peace  
4 officer personnel files that contain critical self-analysis, internal  
5 deliberation/decision-making or evaluation/analysis, or communications for  
6 the purposes of obtaining or rendering legal advice or analysis – potentially  
7 including but not limited to evaluative/analytical portions of Internal Affairs  
8 type records or reports, evaluative/analytical portions of supervisory records or  
9 reports, and/or reports prepared at the direction of counsel, or for the purpose  
10 of obtaining or rendering legal advice. *See Sanchez*, 936 F.2d at 1033-1034;  
11 *Maricopa Audubon Soc’y v. United States Forest Serv.*, 108 F.3d 1089, 1092-1095  
12 (9th Cir. 1997); *Soto*, 162 F.R.D. at 613, 613 n. 4; *Kelly v. City of San Jose*, 114  
13 F.R.D. 654, 668-671 (N.D. Cal. 1987); *Tuite v. Henry*, 181 F.R.D. 175, 176-177  
14 (D. D.C. 1998); *Hamstreet v. Duncan*, 2007 U.S. Dist. LEXIS 89702 (D. Or.  
15 2007); *Admiral Ins. Co. v. United States Dist. Ct.*, 881 F.2d 1486, 1492, 1495 (9th  
16 Cir. 1988). Defendants further contend that such personnel file records are  
17 restricted from disclosure by the public entity’s custodian of records pursuant  
18 to applicable California law and that uncontrolled release is likely to result in  
19 needless intrusion of officer privacy; impairment in the collection of third-party  
20 witness information and statements and related legitimate law enforcement  
21 investigations/interests; and a chilling of open and honest discussion regarding  
22 and/or investigation into alleged misconduct that can erode a public entity’s  
23 ability to identify and/or implement any remedial measures that may be  
24 required.  
25

26 Third, Defendants contend that, since peace officers do not have the  
27 same rights as other private citizens to avoid giving compelled statements, it is  
28 contrary to the fundamental principles of fairness to permit uncontrolled

1 release of officers' compelled statements. *See generally Lybarger v. City of Los*  
 2 *Angeles*, 40 Cal.3d 822, 828-830 (1985); *cf.* U.S. Const., amend V.

3 Accordingly, Defendants contend that, without a protective order  
 4 preventing such, production of confidential records in the case can and will  
 5 likely substantially impair and harm defendant public entity's interests in  
 6 candid self-critical analysis, frank internal deliberations, obtaining candid  
 7 information from witnesses, preserving the safety of witnesses, preserving the  
 8 safety of peace officers and peace officers' families and associates, protecting  
 9 the privacy officers of peace officers, and preventing pending investigations  
 10 from being detrimentally undermined by publication of private, sensitive, or  
 11 confidential information – as can and often does result in litigation.

12 Plaintiff agrees that there is Good Cause for a Protective Order so as to  
 13 preserve the respective interests of the parties without the need to further  
 14 burden the Court with such issues. Specifically, the parties jointly contend  
 15 that, absent this Stipulation and its associated Protective Order, the parties'  
 16 respective privilege interests may be impaired or harmed, and that this  
 17 Stipulation and its associated Protective Order may avoid such harm by  
 18 permitting the parties to facilitate discovery with reduced risk that privileged  
 19 and/or sensitive/confidential information will become matters of public  
 20 record.  
 21

### 22 3. ACKNOWLEDGMENT OF UNDER SEAL FILING 23 PROCEDURE

24 The parties further acknowledge, as set forth in Section 14.3, below, that  
 25 this Stipulated Protective Order does not entitle them to file confidential  
 26 information under seal; Local Civil Rule 79-5 sets forth the procedures that  
 27 must be followed and the standards that will be applied when a party seeks  
 28 permission from the court to file material under seal. There is a strong

1 presumption that the public has a right of access to judicial proceedings and  
2 records in civil cases. In connection with non-dispositive motions, good cause  
3 must be shown to support a filing under seal. See Kamakana v. City and  
4 County of Honolulu, 447 F.3d 1172, 1176 (9th Cir. 2006), Phillips v. Gen.  
5 Motors Corp., 307 F.3d 1206, 1210-11 (9th Cir. 2002), Makar-Welbon v. Sony  
6 Electrics, Inc., 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated  
7 protective orders require good cause showing), and a specific showing of good  
8 cause or compelling reasons with proper evidentiary support and legal  
9 justification, must be made with respect to Protected Material that a party  
10 seeks to file under seal. The parties' mere designation of Disclosure or  
11 Discovery Material as CONFIDENTIAL does not— without the submission  
12 of competent evidence by declaration, establishing that the material sought to  
13 be filed under seal qualifies as confidential, privileged, or otherwise  
14 protectable—constitute good cause.

15  
16 Further, if a party requests sealing related to a dispositive motion or trial,  
17 then compelling reasons, not only good cause, for the sealing must be shown,  
18 and the relief sought shall be narrowly tailored to serve the specific interest to  
19 be protected. See Pintos v. Pacific Creditors Ass'n., 605 F.3d 665, 677-79 (9th  
20 Cir. 2010). For each item or type of information, document, or thing sought to  
21 be filed or introduced under seal, the party seeking protection must articulate  
22 compelling reasons, supported by specific facts and legal justification, for the  
23 requested sealing order. Again, competent evidence supporting the application  
24 to file documents under seal must be provided by declaration.

25 Any document that is not confidential, privileged, or otherwise  
26 protectable in its entirety will not be filed under seal if the confidential portions  
27 can be redacted. If documents can be redacted, then a redacted version for  
28 public viewing, omitting only the confidential, privileged, or otherwise

1 protectable portions of the document, shall be filed. Any application that seeks  
 2 to file documents under seal in their entirety should include an explanation of  
 3 why redaction is not feasible.

4 4. DEFINITIONS

5 4.1 Action: this pending federal lawsuit.

6 4.2 Challenging Party: a Party or Non-Party that challenges the  
 7 designation of information or items under this Order.

8 4.3 “CONFIDENTIAL” Information or Items: information  
 9 (regardless of how it is generated, stored or maintained) or tangible things that  
 10 qualify for protection under Federal Rule of Civil Procedure 26(c), and as  
 11 specified above in the Good Cause Statement.

12 4.4 Counsel: Outside Counsel of Record and House Counsel (as well  
 13 as their support staff).

14 4.5 Designating Party: a Party or Non-Party that designates  
 15 information or items that it produces in disclosures or in responses to discovery  
 16 as “CONFIDENTIAL.”

17 4.6 Disclosure or Discovery Material: all items or information,  
 18 regardless of the medium or manner in which it is generated, stored, or  
 19 maintained (including, among other things, testimony, transcripts, and tangible  
 20 things), that are produced or generated in disclosures or responses to discovery.

21 4.7 Expert: a person with specialized knowledge or experience in a  
 22 matter pertinent to the litigation who has been retained by a Party or its  
 23 counsel to serve as an expert witness or as a consultant in this Action.

24 4.8 House Counsel: attorneys who are employees of a party to this  
 25 Action. House Counsel does not include Outside Counsel of Record or any  
 26 other outside counsel.  
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2 4.9 Non-Party: any natural person, partnership, corporation,  
3 association or other legal entity not named as a Party to this action.

4 4.10 Outside Counsel of Record: attorneys who are not employees of a  
5 party to this Action but are retained to represent a party to this Action and  
6 have appeared in this Action on behalf of that party or are affiliated with a law  
7 firm that has appeared on behalf of that party, and includes support staff.

8 4.11 Party: any party to this Action, including all of its officers,  
9 directors, employees, consultants, retained experts, and Outside Counsel of  
10 Record (and their support staffs).

11 4.12 Producing Party: a Party or Non-Party that produces Disclosure or  
12 Discovery Material in this Action.

13 4.13 Professional Vendors: persons or entities that provide litigation  
14 support services (e.g., photocopying, videotaping, translating, preparing  
15 exhibits or demonstrations, and organizing, storing, or retrieving data in any  
16 form or medium) and their employees and subcontractors.

17 4.14 Protected Material: any Disclosure or Discovery Material that is  
18 designated as "CONFIDENTIAL."

19 4.15 Receiving Party: a Party that receives Disclosure or Discovery  
20 Material from a Producing Party.

21  
22 5. SCOPE

23 The protections conferred by this Stipulation and Order cover not only  
24 Protected Material (as defined above), but also (1) any information copied or  
25 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
26 compilations of Protected Material; and (3) any testimony, conversations, or  
27 presentations by Parties or their Counsel that might reveal Protected Material.  
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1 Any use of Protected Material at trial shall be governed by the orders of  
 2 the trial judge and other applicable authorities. This Order does not govern the  
 3 use of Protected Material at trial.

#### 4 6. DURATION

5 Once a case proceeds to trial, information that was designated as  
 6 CONFIDENTIAL or maintained pursuant to this protective order used or  
 7 introduced as an exhibit at trial becomes public and will be presumptively  
 8 available to all members of the public, including the press, unless compelling  
 9 reasons supported by specific factual findings to proceed otherwise are made to  
 10 the trial judge in advance of the trial. See Kamakana, 447 F.3d at 1180-81  
 11 (distinguishing “good cause” showing for sealing documents produced in  
 12 discovery from “compelling reasons” standard when merits-related documents  
 13 are part of court record). Accordingly, the terms of this protective order do not  
 14 extend beyond the commencement of the trial.

#### 15 7. DESIGNATING PROTECTED MATERIAL

16 7.1 Exercise of Restraint and Care in Designating Material for  
 17 Protection. Each Party or Non-Party that designates information  
 18 or items for protection under this Order must take care to limit any such  
 19 designation to specific material that qualifies under the appropriate standards.  
 20 The Designating Party must designate for protection only those parts of  
 21 material, documents, items or oral or written communications that qualify so  
 22 that other portions of the material, documents, items or communications for  
 23 which protection is not warranted are not swept unjustifiably within the ambit  
 24 of this Order.

25 Mass, indiscriminate or routinized designations are prohibited.  
 26 Designations that are shown to be clearly unjustified or that have been made  
 27 for an improper purpose (e.g., to unnecessarily encumber the case development  
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1 process or to impose unnecessary expenses and burdens on other parties) may  
2 expose the Designating Party to sanctions.

3 If it comes to a Designating Party's attention that information or items  
4 that it designated for protection do not qualify for protection, that Designating  
5 Party must promptly notify all other Parties that it is withdrawing the  
6 inapplicable designation.

7 7.2 Manner and Timing of Designations. Except as otherwise  
8 provided in this Order, or as otherwise stipulated or ordered, Disclosure of  
9 Discovery Material that qualifies for protection under this Order must be  
10 clearly so designated before the material is disclosed or produced.

11 Designation in conformity with this Order requires:

12 (a) for information in documentary form (e.g., paper or electronic  
13 documents, but excluding transcripts of depositions or other pretrial or trial  
14 proceedings), that the Producing Party affix at a minimum, the legend  
15 "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to each page  
16 that contains protected material. If only a portion of the material on a page  
17 qualifies for protection, the Producing Party also must clearly identify the  
18 protected portion(s) (e.g., by making appropriate markings in the margins).

19 A Party or Non-Party that makes original documents available for  
20 inspection need not designate them for protection until after the inspecting  
21 Party has indicated which documents it would like copied and produced.  
22 During the inspection and before the designation, all of the material made  
23 available for inspection shall be deemed "CONFIDENTIAL." After the  
24 inspecting Party has identified the documents it wants copied and produced,  
25 the Producing Party must determine which documents, or portions thereof,  
26 qualify for protection under this Order. Then, before producing the specified  
27 documents, the Producing Party must affix the "CONFIDENTIAL legend" to  
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1 each page that contains Protected Material. If only a portion of the material on  
 2 a page qualifies for protection, the Producing Party also must clearly identify  
 3 the protected portion(s) (e.g., by making appropriate markings in the margins).

4 (b) for testimony given in depositions that the Designating Party  
 5 identifies the Disclosure or Discovery Material on the record, before the close  
 6 of the deposition all protected testimony.

7 (c) for information produced in some form other than  
 8 documentary and for any other tangible items, that the Producing Party affix  
 9 in a prominent place on the exterior of the container or containers in which the  
 10 information is stored the legend "CONFIDENTIAL." If only a portion or  
 11 portions of the information warrants protection, the Producing Party, to the  
 12 extent practicable, shall identify the protected portion(s).

13 7.3 Inadvertent Failures to Designate. If timely corrected, an  
 14 inadvertent failure to designate qualified information or items does not,  
 15 standing alone, waive the Designating Party's right to secure protection under  
 16 this Order for such material. Upon timely correction of a designation, the  
 17 Receiving Party must make reasonable efforts to assure that the material is  
 18 treated in accordance with the provisions of this Order.

## 20 8. CHALLENGING CONFIDENTIALITY DESIGNATIONS

21 8.1. Timing of Challenges. Any Party or Non-Party may challenge a  
 22 designation of confidentiality at any time that is consistent with the Court's  
 23 Scheduling Order.

24 8.2 Meet and Confer. The Challenging Party shall initiate the dispute  
 25 resolution process under Local Rule 37-1 et seq.

26 8.3 Joint Stipulation. Any challenge submitted to the Court shall be via a  
 27 joint stipulation pursuant to Local Rule 37-2.

1           8.4 The burden of persuasion in any such challenge proceeding shall be  
 2 on the Designating Party. Frivolous challenges, and those made for an  
 3 improper purpose (e.g., to harass or impose unnecessary expenses and burdens  
 4 on other parties) may expose the Challenging Party to sanctions. Unless the  
 5 Designating Party has waived or withdrawn the confidentiality designation, all  
 6 parties shall continue to afford the material in question the level of protection  
 7 to which it is entitled under the Producing Party's designation until the Court  
 8 rules on the challenge.  
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## 10           9.     ACCESS TO AND USE OF PROTECTED MATERIAL

11           9.1 Basic Principles. A Receiving Party may use Protected Material that  
 12 is disclosed or produced by another Party or by a Non-Party in connection  
 13 with this Action only for prosecuting, defending or attempting to settle this  
 14 Action. Such Protected Material may be disclosed only to the categories of  
 15 persons and under the conditions described in this Order. When the Action has  
 16 been terminated, a Receiving Party must comply with the provisions of section  
 17 15 below (FINAL DISPOSITION).

18           Protected Material must be stored and maintained by a Receiving Party  
 19 at a location and in a secure manner that ensures that access is limited to the  
 20 persons authorized under this Order.

21           9.2     Disclosure of "CONFIDENTIAL" Information or Items. Unless  
 22 otherwise ordered by the court or permitted in writing by the Designating  
 23 Party, a Receiving Party may disclose any information or item designated  
 24 "CONFIDENTIAL" only to:

25                   (a) the Receiving Party's Outside Counsel of Record in this  
 26 Action, as well as employees of said Outside Counsel of Record to whom it is  
 27 reasonably necessary to disclose the information for this Action;  
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1 (b) the officers, directors, and employees (including House  
2 Counsel) of the Receiving Party to whom disclosure is reasonably necessary  
3 for this Action;

4 (c) Experts (as defined in this Order) of the Receiving Party to  
5 whom disclosure is reasonably necessary for this Action and who have signed  
6 the “Acknowledgment and Agreement to Be Bound” (Exhibit A) ;

7 (d) the court and its personnel;

8 (e) court reporters and their staff;

9 (f) professional jury or trial consultants, mock jurors, and  
10 Professional Vendors to whom disclosure is reasonably necessary for this  
11 Action and who have signed the “Acknowledgment and Agreement to Be  
12 Bound” (Exhibit A);

13 (g) the author or recipient of a document containing the  
14 information or a custodian or other person who otherwise possessed or knew  
15 the information;

16 (h) during their depositions, witnesses, and attorneys for witnesses,  
17 in the Action to whom disclosure is reasonably necessary provided: (1) the  
18 deposing party requests that the witness sign the form attached as Exhibit A  
19 hereto; and (2) they will not be permitted to keep any confidential information  
20 unless they sign the “Acknowledgment and Agreement to Be Bound” (Exhibit  
21 A), unless otherwise agreed by the Designating Party or ordered by the court.  
22 Pages of transcribed deposition testimony or exhibits to depositions that reveal  
23 Protected Material may be separately bound by the court reporter and may not  
24 be disclosed to anyone except as permitted under this Stipulated Protective  
25 Order; and

26 (i) mediators or settlement officers and their supporting personnel,  
27 mutually agreed upon by any of the parties engaged in settlement discussions.  
28

1           10.   PROTECTED MATERIAL SUBPOENAED OR ORDERED  
 2                   PRODUCED IN OTHER LITIGATION

3           If a Party is served with a subpoena or a court order issued in other  
 4 litigation that compels disclosure of any information or items designated in this  
 5 Action as “CONFIDENTIAL,” that Party must:

6                   (a) promptly notify in writing the Designating Party. Such  
 7 notification shall include a copy of the subpoena or court order;

8                   (b) promptly notify in writing the party who caused the subpoena  
 9 or order to issue in the other litigation that some or all of the material covered  
 10 by the subpoena or order is subject to this Protective Order. Such notification  
 11 shall include a copy of this Stipulated Protective Order; and

12                   (c) cooperate with respect to all reasonable procedures sought to be  
 13 pursued by the Designating Party whose Protected Material may be affected. If  
 14 the Designating Party timely seeks a protective order, the Party served with the  
 15 subpoena or court order shall not produce any information designated in this  
 16 action as “CONFIDENTIAL” before a determination by the court from which  
 17 the subpoena or order issued, unless the Party has obtained the Designating  
 18 Party’s permission. The Designating Party shall bear the burden and expense  
 19 of seeking protection in that court of its confidential material and nothing in  
 20 these provisions should be construed as authorizing or encouraging a  
 21 Receiving Party in this Action to disobey a lawful directive from another court.

22           11.   A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO  
 23                   BE PRODUCED IN THIS LITIGATION

24                   (a) The terms of this Order are applicable to information produced  
 25 by a Non-Party in this Action and designated as “CONFIDENTIAL.” Such  
 26 information produced by Non-Parties in connection with this litigation is  
 27 protected by the remedies and relief provided by this Order. Nothing in these  
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1 provisions should be construed as prohibiting a Non-Party from seeking  
2 additional protections.

3 (b) In the event that a Party is required, by a valid discovery  
4 request, to produce a Non-Party's confidential information in its possession,  
5 and the Party is subject to an agreement with the Non-Party not to produce the  
6 Non-Party's confidential information, then the Party shall:

7 (1) promptly notify in writing the Requesting Party and the Non-  
8 Party that some or all of the information requested is subject to a  
9 confidentiality agreement with a Non-Party;

10 (2) promptly provide the Non-Party with a copy of the Stipulated  
11 Protective Order in this Action, the relevant discovery request(s), and a  
12 reasonably specific description of the information requested; and

13 (3) make the information requested available for inspection by the  
14 Non-Party, if requested.

15 (c) If the Non-Party fails to seek a protective order from this court  
16 within 14 days of receiving the notice and accompanying information, the  
17 Receiving Party may produce the Non-Party's confidential information  
18 responsive to the discovery request. If the Non-Party timely seeks a protective  
19 order, the Receiving Party shall not produce any information in its possession  
20 or control that is subject to the confidentiality agreement with the Non-Party  
21 before a determination by the court. Absent a court order to the contrary, the  
22 Non-Party shall bear the burden and expense of seeking protection in this court  
23 of its Protected Material.

## 24 12. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

25 If a Receiving Party learns that, by inadvertence or otherwise, it has  
26 disclosed Protected Material to any person or in any circumstance not  
27 authorized under this Stipulated Protective Order, the Receiving Party must  
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1 immediately (a) notify in writing the Designating Party of the unauthorized  
 2 disclosures, (b) use its best efforts to retrieve all unauthorized copies of the  
 3 Protected Material, (c) inform the person or persons to whom unauthorized  
 4 disclosures were made of all the terms of this Order, and (d) request such  
 5 person or persons to execute the “Acknowledgment an Agreement to Be  
 6 Bound” attached hereto as Exhibit A.

7  
 8 13. INADVERTENT PRODUCTION OF PRIVILEGED OR  
 9 OTHERWISE PROTECTED MATERIAL

10 When a Producing Party gives notice to Receiving Parties that certain  
 11 inadvertently produced material is subject to a claim of privilege or other  
 12 protection, the obligations of the Receiving Parties are those set forth in  
 13 Federal Rule of Civil\ Procedure 26(b)(5)(B). This provision is not intended to  
 14 modify whatever procedure may be established in an e-discovery order that  
 15 provides for production without prior privilege review. Pursuant to Federal  
 16 Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on  
 17 the effect of disclosure of a communication or information covered by the  
 18 attorney-client privilege or work product protection, the parties may  
 19 incorporate their agreement in the stipulated protective order submitted to the  
 20 court.

21 14. MISCELLANEOUS

22 14.1 Right to Further Relief. Nothing in this Order abridges the right of  
 23 any person to seek its modification by the Court in the future.

24 14.2 Right to Assert Other Objections. By stipulating to the entry of this  
 25 Protective Order, no Party waives any right it otherwise would have to object  
 26 to disclosing or producing any information or item on any ground not  
 27 addressed in this Stipulated Protective Order. Similarly, no Party waives any  
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1 right to object on any ground to use in evidence of any of the material covered  
2 by this Protective Order.

3 14.3 Filing Protected Material. A Party that seeks to file under seal any  
4 Protected Material must comply with Local Civil Rule 79-5. Protected  
5 Material may only be filed under seal pursuant to a court order authorizing the  
6 sealing of the specific Protected Material. If a Party's request to file Protected  
7 Material under seal is denied by the court, then the Receiving Party may file  
8 the information in the public record unless otherwise instructed by the court.  
9

#### 10 15. FINAL DISPOSITION

11 After the final disposition of this Action, as defined in paragraph 6,  
12 within 60 days of a written request by the Designating Party, each Receiving  
13 Party must return all Protected Material to the Producing Party or destroy such  
14 material. As used in this subdivision, "all Protected Material" includes all  
15 copies, abstracts, compilations, summaries, and any other format reproducing  
16 or capturing any of the Protected Material. Whether the Protected Material is  
17 returned or destroyed, the Receiving Party must submit a written certification  
18 to the Producing Party (and, if not the same person or entity, to the  
19 Designating Party) by the 60-day deadline that (1) identifies (by category,  
20 where appropriate) all the Protected Material that was returned or destroyed  
21 and (2) affirms that the Receiving Party has not retained any copies, abstracts,  
22 compilations, summaries or any other format reproducing or capturing any of  
23 the Protected Material. Notwithstanding this provision, Counsel are entitled to  
24 retain an archival copy of all pleadings, motion papers, trial, deposition, and  
25 hearing transcripts, legal memoranda, correspondence, deposition and trial  
26 exhibits, expert reports, attorney work product, and consultant and expert  
27 work product, even if such materials contain Protected Material. Any such  
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1 archival copies that contain or constitute Protected Material remain subject to  
2 this Protective Order as set forth in Section 6 (DURATION).

3 16. VIOLATION

4 Any violation of this Order may be punished by appropriate measures  
5 including, without limitation, contempt proceedings and/or monetary  
6 sanctions.

7  
8 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

9  
10 DATED: September 29, 2023


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13 JOHN D. EARLY  
14 United States Magistrate Judge  
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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of \_\_\_\_\_ [print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California on September 29, 2023, in the case of **E.K.B., a minor, by and through his Guardian ad Litem, v. City of Azusa, et al., Case No. 2:23-CV-01067 SPG (JDEx)**. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action. I hereby appoint \_\_\_\_\_ [print or type full name] of \_\_\_\_\_ [print or type full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_